

1  
2  
3  
4  
5  
6 THE HONORABLE ANDREA DARVAS  
7  
8

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

DOUGLAS BAIRD, an individual,

Plaintiff,

vs.

SHELTER MANAGEMENT, L.L.C., a Washington Corporation, PMJ PROPERTIES, LLC, a Washington Corporation, PARKLAND, LCC, a Washington Corporation, MICHAEL SIMONITCH AND JANE DOE SIMONITCH and the marital community thereof, DAVID BLUE AND JANE DOE BLUE and the marital community thereof, RYAN SWANEK AND JANE DOE SWANEK and the marital community thereof,

Defendants.

No. 17-2-23167-3 KNT

[PROPOSED] PLAINTIFF'S SECOND AMENDED COMPLAINT

**JURY TRIAL REQUESTED**

COMES NOW the Plaintiff, Douglas Baird, by and through his attorneys of record, Hardeep Singh Rekhi, Greg Wolk, Jaime Heimerl, and Daniel Cairns of REKHI & WOLK, P.S., who appear before the Court complaining against the Defendants as follows:

20  
21  
22  
23 I. INTRODUCTION  
24  
25

[PROPOSED] PLAINTIFF'S SECOND AMENDED  
COMPLAINT

1       1.1     This is a complaint for violation of the Fair Labor Standards Act of 1938, as amended,  
 2     29 U.S.C. Section 201, *et. seq.* (“FLSA”) and RCW Chapters 49.12, 49.46, 49.48, 49.52 to  
 3     recover liquidated damages, exemplary damages, reimbursement of work-related expenses,  
 4     injunctive relief, and attorneys’ fees and costs owed to Plaintiff.

5       1.2     At all material times, Defendants willfully failed to pay Plaintiff at least the full  
 6     minimum wage for all hours worked as required by FLSA, RCW Chapters 49.12, 49.46, 49.48,  
 7     and 49.52, and other applicable laws, willfully failed to pay Plaintiff proper overtime, willfully  
 8     failed to comply with FLSA and Washington’s record-keeping requirements, willfully failed to  
 9     reimburse Plaintiff for employer-related expenses, were unjustly enriched, and otherwise  
 10    willfully violated the above-identified laws, and other applicable laws

## 12           **II. PARTIES, JURISDICTION, AND VENUE**

13       2.1     Plaintiff Douglas Baird (“Plaintiff”) is a resident of Seattle, Washington.

14       2.2     Upon information and belief, Defendant Shelter Management, L.L.C. (“Shelter”) is a  
 15     Washington corporation doing business in King County, Washington, with its principal place of  
 16     business in Seattle, Washington. At all material times, Defendant Shelter was an enterprise  
 17     engaged in commerce as defined by FLSA, was Plaintiff’s employer as defined by FLSA and  
 18     RCW Chapters 49.12, 49.46, 49.48, and 49.52, and has been subject to FLSA and RCW  
 19     Chapters 49.12, 49.46, 49.48, and 49.52.

20       2.3     Upon information and belief, Defendant PMJ Properties, LLC (“PMJ Properties”) is a  
 21     Washington corporation doing business in King County, Washington, with its principal place of  
 22     business in Seattle, Washington. At all material times, Defendant PMJ Properties was an  
 23     enterprise engaged in commerce as defined by FLSA, was Plaintiff’s employer as defined by  
 24

1 FLSA and RCW Chapters 49.12, 49.46, 49.48, and 49.52, and has been subject to FLSA and  
2 RCW Chapters 49.12, 49.46, 49.48, and 49.52.

3 2.4 Upon information and belief, Defendant Parkland, LLC (“Parkland”) is a Washington  
4 corporation doing business in King County, Washington, with its principal place of business in  
5 Seattle, Washington. At all material times, Defendant Parkland was an enterprise engaged in  
6 commerce as defined by FLSA, was Plaintiff’s employer as defined by FLSA and RCW  
7 Chapters 49.12, 49.46, 49.48, and 49.52, and has been subject to FLSA and RCW Chapters  
8 49.12, 49.46, 49.48, and 49.52.

9 2.5 At all material times, Defendants Shelter, PMJ Properties, and Parkland (collectively  
10 “the LLC Defendants”) were joint employers and/or constituted a single enterprise under FLSA.  
11 At all material times, the LLC Defendants engaged in related activities with respect to  
12 Plaintiff’s employment, through unified operation and/or common control, and for a common  
13 business purpose.

14 2.6 At all material times, the LLC Defendants, each individually and/or collectively (a) had  
15 at least two employees engaged in interstate commerce and/or engaged in handling, selling, or  
16 otherwise working on goods or materials that have been moved in, or produced for, interstate  
17 commerce, and (b) had an annual gross volume of sales made or business done of at least  
18 \$500,000.00.

19 2.7 Upon information and belief, Defendant Michael Simonitch (“Simonitch”) is a  
20 Washington resident and officer of Shelter and PMJ Properties. He is listed as a Governing  
21 Person of Shelter and PMJ Properties on corporate filings with the Washington Secretary of  
22 State. Simonitch committed the following alleged unlawful acts in King County, Washington,  
23  
24

1 and committed such acts in pursuit of financial gain, or livelihood for himself, individually, and  
2 also on behalf of and for the benefit of his marital community.

3 2.8 Upon information and belief, during all times relevant, Simonitch was an owner and/or  
4 officer of each of the LLC Defendants.

5 2.9 Upon information and belief, during all times relevant, Simonitch had the power to hire  
6 and fire the LLC Defendants' employees, including the power to determine the terms,  
7 conditions and pay of the LLC Defendants' employees' employment, and the responsibility to  
8 maintain the LLC Defendants' business and employment records.  
9

10 2.10 Upon information and belief, during all times relevant, Simonitch has exercised control  
11 over Plaintiff, as well as the terms, conditions, and payment of his compensation related to his  
12 employment with Defendants.

13 2.11 During all times relevant, Simonitch has been Plaintiff's "employer" and subject to the  
14 requirements of FLSA and RCW Chapters 49.12, 49.46, 49.48, and 49.52.

15 2.12 Upon information and belief, Defendant David Blue ("Blue") is a Washington resident  
16 and officer of Shelter. He is listed as a Governing Person of Shelter on corporate filings with the  
17 Washington Secretary of State. Blue committed the below alleged unlawful acts in King  
18 County, Washington, and committed such acts in pursuit of financial gain, or livelihood for  
19 himself, individually, and also on behalf of and for the benefit of his marital community.  
20

21 2.13 Upon information and belief, during all times relevant, Blue was a manager of each of  
22 the LLC Defendants, and has had operational control over significant aspects of the LLC  
23 Defendants' day-to-day functions.  
24

25 2.14 Upon information and belief, during all times relevant, Blue had the power to hire and  
fire the LLC Defendants' employees, the power to determine the terms, conditions and pay of

1 the LLC Defendants' employees' employment, and the responsibility to maintain the LLC  
2 Defendants' business and employment records.

3 2.15 Upon information and belief, during all times relevant, Blue has exercised control over  
4 Plaintiff, as well as the terms, conditions, and pay concerning his employment.

5 2.16 During all times relevant, Blue has been Plaintiff's "employer" and subject to the  
6 requirements of FLSA and RCW Chapters 49.12, 49.46, 49.48, and 49.52.

7 2.17 Upon information and belief, Defendant Ryan Swanek ("Swanek") is a Washington  
8 resident and officer of Shelter. Swanek committed unlawful acts in King County, Washington,  
9 and committed such acts in pursuit of financial gain, or livelihood for himself, individually, and  
10 also on behalf of and for the benefit of his marital community.

11 2.18 Upon information and belief, during all times relevant, Swanek was a manager of each  
12 of the LLC Defendants, and has had operational control over significant aspects of the LLC  
13 Defendants' day-to-day functions.

14 2.19 Upon information and belief, during all times relevant, Swanek has exercised control  
15 over Plaintiff, as well as the terms, conditions, and pay concerning his employment.

16 2.20 During all times relevant, Swanek has been Plaintiff's "employer" and subject to the  
17 requirements of FLSA and RCW Chapters 49.12, 49.46, 49.48, and 49.52.

18 2.21 Upon information and belief, Simonitch, Blue, and Swanek each and collectively hired  
19 Plaintiff to work at Shadow Pines. Simonitch, Blue, and Swanek each and collectively were  
20 responsible for determining and the administering the policies, including those related to wages,  
21 terms, and conditions of employment, that governed Plaintiff's work at Shadow Pines.

22 2.22 Defendants are each jointly and severally liable for the alleged unlawful actions and  
23 resulting damages and remedies sought herein.

1 2.23 At all times relevant hereto, Defendants employed Plaintiff in King County,  
2 Washington, committed the unlawful acts alleged in this action in King County, Washington,  
3 and are employers as that term is used in FLSA and RCW Chapters 49.12, 49.46, 49.48, and  
4 49.52.

5 2.24 The amount in controversy exceeds \$300.00.

6 2.25 The Superior Court of Washington has jurisdiction over Plaintiff's claims pursuant to  
7 RCW Chapters 2.08.010, 49.48.030, and 49.52.070 and 28 U.S.C. § 1331 and 28 U.S.C. § 1367.

8 2.26 Venue is proper under RCW 4.12.020 and/or RCW 4.12.025 because the events  
9 underlying the complaint took place in King County, Washington, and/or one or more  
10 Defendants reside in King County, Washington.

12 **III. STATEMENT OF FACTS**

13 3.1 The following facts are not exhaustive and merely provide support for Plaintiff's claims.

14 3.2 Plaintiff was hired as a General Manager – South Sound Region at a mobile home park,  
15 Shadow Pines Mobile Estates (“Shadow Pines”) in Graham, Washington, on or around March  
16 27, 2017. The offer of employment was extended by “Mike, Ryan and David” of Shelter,  
17 masquerading as a different company named “Shelter Property Management.”

18 3.3 In the role of General Manager – South Sound Region, according to the terms of the  
19 above-mentioned offer letter, Plaintiff was responsible for rent collection, evictions,  
20 enforcement of park rules and communication with tenants. He was also expected to manage  
21 vendors and perform simple maintenance and landscaping tasks, as needed. As General  
22 Manager, he was told he would oversee five Mobile Home Parks and their respective on-site  
23 managers.

1 3.4 Shelter Property Management is a company based out of Friday Harbor, WA, which has  
2 no relation to this case.

3 3.5 Upon information and belief, the LLC Defendants share common ownership and  
4 management, operate out of the same offices, and share equipment, materials, and employees.

5 3.6 Defendants buy and sell investments, including properties, and also receive rent and  
6 other proceeds from their investments. Upon information and belief, Defendants' annual gross  
7 volume of such sales, rent, and other business amounts to at least \$500,000.

8 3.7 While working at Shadow Pines, Plaintiff did not in fact oversee five Mobile Home  
9 Parks and their respective on-site managers. Aside from Shadow Pines, Plaintiff only oversaw  
10 one other mobile home park and its one on-site manager. That is, Plaintiff only supervised one  
11 employee.

13 3.8 While working at Shadow Pines, Plaintiff earned a monthly salary of \$2,150.00.

14 3.9 While working at Shadow Pines, Plaintiff was paid by all three LLC Defendants: PMJ  
15 Properties, Shelter, and Parkland.

16 3.10 PMJ Properties purported to pay Plaintiff \$1,000.00 on April 25, 2017, for the pay  
17 period March 24, 2017 to April 23, 2017. PMJ Properties purported to pay Plaintiff \$1,000.00  
18 on May 25, 2017, for the pay period April 24, 2017 to May 23, 2017.

19 3.11 Parkland purported to pay Plaintiff \$500.00 on April 24, 2017, for the pay period March  
20 25, 2017 to April 24, 2017. Parkland purported to pay Plaintiff \$500 on May 25, 2017, for the  
21 pay period April 25, 2017 to May 24, 2017.

23 3.12 Shelter purported to pay Plaintiff \$650 on April 28, 2017, for the pay period April 1,  
24 2017 to April 30, 2017. Shelter purported to pay Plaintiff \$650 on May 26, 2017, for the pay  
25 period May 1, 2017 to May 31, 2017.

1       3.13   Altogether, the three LLC Defendants have records of Plaintiff working 793.32 hours for  
2 them over the course of his nine weeks and four days of employment.

3       3.14   Plaintiff's employment at Shadow Pines ended on or around June 2, 2017, the last day  
4 worked being June 2, 2017.

5       3.15   Defendant did not pay Plaintiff for wages earned in the pay period June 1, 2017 to June  
6 2, 2017 by the end of the next pay period.

7       3.16   On June 2, 2017, Simonitch verbally offered to pay Plaintiff severance pay equal to two  
8 weeks' salary. Plaintiff accepted the severance offer. The severance pay was required to be paid  
9 at the end of the next pay period.

10      3.17   Defendants did not pay Plaintiff any severance payment.

11      3.18   At no time have Defendants and Plaintiff entered into an agreement excluding bona fide  
12 meal periods or a bona fide regularly scheduled 8-hour period from working time.

13      3.19   At no time have Defendants and Plaintiff entered into an agreement limiting the number  
14 of hours Plaintiff is expected to work.

15      3.20   Throughout Plaintiff's employment with Defendants, Plaintiff worked in excess of forty  
16 hours per workweek for Defendants.

17      3.21   Throughout Plaintiff's employment with Defendants, Defendants did not pay Plaintiff  
18 the applicable minimum wage rate for each hour worked.

19      3.22   Throughout Plaintiff's employment with Defendants, Defendants did not pay Plaintiff  
20 time and a half his regular rate of pay for the overtime hours he worked.

21      3.23   Throughout Plaintiff's employment with Defendants, Defendants knew that Plaintiff was  
22 working over forty hours a workweek for them and was not receiving overtime compensation as  
23 required by FLSA and other applicable laws.

1 3.24 Throughout Plaintiff's employment with Defendants, Defendants knew that Plaintiff was  
2 not being paid the applicable minimum wage rate required by FLSA and other applicable laws.

3 3.25 Throughout Plaintiff's employment with Defendants, Defendants did not make, keep, or  
4 preserve accurate records as required by FLSA and applicable regulations and/or RCW  
5 49.46.070 and applicable regulations.

6 3.26 Plaintiff filed a Complaint and First Amended Complaint in this action in King County  
7 Superior Court.

8 3.27 Plaintiff has a good faith, objectively reasonable belief that Defendants' actions violate  
9 FLSA and other laws cited in Plaintiff's Complaint and First Amended Complaint, and filed the  
10 Complaint and First Amended Complaint in accordance with that good faith, objectively  
11 reasonable belief.

12 3.28 Plaintiff served Defendant Shelter with the First Amended Complaint he had filed in  
13 King County Superior Court.

14 3.29 Within weeks of Plaintiff serving Shelter with the First Amended Complaint, Defendant  
15 emailed Plaintiff's then-counsel but did not appear in this action.

16 3.30 Defendants willfully refused to pay Plaintiff for work performed through his  
17 termination.

18 3.31 Defendants willfully failed to pay Plaintiff all wages owed upon his termination.

19 3.32 Defendants' actions were willful, wanton, malicious, oppressive, and in reckless  
20 disregard of Plaintiff's rights.

21 3.33 Defendants' violations of FLSA and other applicable laws that persisted throughout  
22 Plaintiff's employment and termination of employment have been willful.

1 3.34 Plaintiff has retained the services of the undersigned attorney and is obligated to pay his  
2 legal counsel a reasonable fee for their services.

3 3.35 Plaintiff demands a trial by jury on all issues so triable.

4 **IV. FIRST CAUSE OF ACTION**  
5 **(Willful Violations of FLSA Minimum Wage Provision as Against All Defendants)**

6 4.1. Plaintiff realleges and incorporate by reference each and every allegation set forth in the  
7 preceding paragraphs as though set forth in full herein.

8 4.2. By the actions alleged above, Defendants have willfully failed to pay Plaintiff the  
9 federal minimum wage for all his hours worked in violation of FLSA and RCW 49.52.050.

10 4.3. Because of the above, Plaintiff has suffered damages.

11 4.4. Defendants' violations of FLSA and RCW 49.52.050 were willful.

12 4.5. As a result of Defendants' unlawful actions, Plaintiff has been deprived of compensation  
13 in amounts to be determined at trial, and is entitled to recover such amounts, including interest  
14 thereon, liquidated damages, exemplary damages, attorneys' fees and costs, all such other relief  
15 as the Court deems just, equitable, and appropriate.

16 **V. SECOND CAUSE OF ACTION**  
17 **(Willful Violations of the FLSA Overtime Provisions as Against All Defendants)**

18 5.1. Plaintiff realleges and incorporates by reference each and every allegation set forth in  
19 the preceding paragraphs as though set forth in full herein.

20 5.2. By the actions alleged above, Defendants have failed to pay Plaintiff wages and/or  
21 overtime compensation for hours worked over forty in any workweek, in violation of FLSA and  
22 RCW 49.52.050.

23 5.3. Defendants' violations of FLSA and RCW 49.52.050 were willful.

24 5.4. Because of the above, Plaintiff has suffered damages.

5.5. As a result of Defendants' unlawful actions, Plaintiff has been deprived of compensation in amounts to be determined at trial, and is entitled to recover such amounts, including interest thereon, liquidated damages, exemplary damages, attorneys' fees and costs, all such other relief as the Court deems just, equitable, and appropriate.

## VI. THIRD CAUSE OF ACTION (Willful Refusal to Pay Wages as Against All Defendants: RCW Chapter 49.12)

6.1 Plaintiff realleges and incorporates by reference each and every allegation set forth in the preceding paragraphs as though set forth in full herein.

6.2 RCW 49.12.020 provides that “it shall be unlawful to employ workers in any industry within the state of Washington at wages which are not adequate for their maintenance.”

6.3 In RCW 49.46.020, Washington State has set forth the minimum wage that employers must pay their employees who work in Washington.

6.4 Washington State's Department of Labor and Industries has determined that "wages adequate for maintenance" referenced in RCW 49.12.020 are at least the minimum wage required by RCW 49.46.020.

6.5 RCW 49.12.150 provides that “[i]f any employee shall receive less than the legal minimum wage, . . . , said employee shall be entitled to recover in a civil action the full amount of the legal minimum wage as herein provided for, together with costs and attorney’s fees to be fixed by the court. . . .”

6.6 By the actions alleged above, Defendants have willfully violated RCW 49.12.020 and  
RCW 49.52.050.

6.7 As a result of Defendants' unlawful acts, Plaintiff has been deprived of compensation in amounts to be determined at trial and is entitled to recover such amounts, interest thereon, exemplary damages, attorneys' fees, and litigation costs.

## VII. FOURTH CAUSE OF ACTION (Willful Violations of Washington's Meal and Rest Breaks)

7.1. Plaintiff realleges and incorporates by reference each and every allegation set forth in the preceding paragraphs as though set forth in full herein.

7.2. RCW 49.12.020 makes it unlawful to employ an individual in Washington under “conditions of labor detrimental to their health.” RCW 49.12.005(5) defines “conditions of labor” to include rest breaks and meal periods.

7.3. WAC 296-126-092 requires employers to provide employees with a paid rest break of at least ten minutes during every four hours worked.

7.4. WAC 296-126-092 also requires employers to provide employees with a meal break of at least 30 minutes during every five hours worked. Such meal breaks must be paid when the employer requires the employee to remain on duty on the premises or at a prescribed work site in the interest of the employer.

7.5. Given the requirements of Plaintiff's job as set forth above, Defendants have required him to remain on duty on the premises in the interest of Defendants, even during his required meal breaks. Plaintiff's meal breaks, therefore, must be paid.

7.6. Defendants willfully failed to provide Plaintiff with paid rest periods and meal breaks as required by law.

7.7. By the actions alleged above, Defendants have willfully violated WAC 296-126-092, RCW 49.12.020, and RCW 49.52.050.

7.8. As a result of Defendants' unlawful acts, Plaintiff has suffered damages in an amount to be determined at trial, and is entitled to recover such damages, interest thereon, exemplary damages, attorney's fees, and litigation costs.

**VIII. FIFTH CAUSE OF ACTION**  
**(Willful Violation of RCW 49.48.010 as Against All Defendants)**

8.1 Plaintiff realleges and incorporates by reference each and every allegation set forth in the preceding paragraphs as though set forth in full herein.

8.2 Defendants failed to pay to Plaintiff all wages due to him at the time of his termination.

8.3 RCW 49.48.010 provides that “[w]hen any employee shall cease to work for an employer, whether by discharge or by voluntary withdrawal, the wages due him on account of his employment shall be paid to him at the end of the established pay period.”

8.4 By the actions alleged above, Defendants violated the provisions of RCW 49.48.010.

8.5 Because of Defendants' unlawful acts, Plaintiff has been deprived of compensation in amounts to be determined at trial and are entitled to the recovery of such damages, including interest thereon. Pursuant to RCW 49.48.030, Plaintiff is also entitled to the recovery of attorneys' fees.

**IX. SIXTH CAUSE OF ACTION**  
**(Willful Violation of RCW 49.52.050 as Against All Defendants)**

9.1 Plaintiff realleges and incorporates by reference each and every allegation set forth in the preceding paragraphs as though set forth in full herein.

9.2 By the actions alleged above, Defendants have paid Plaintiff lower wages than the wages Defendants were obligated to pay Plaintiff by statute, ordinance and/or contract.

Defendants committed these unlawful actions willfully, and with the intent to deprive Plaintiff of wages to which he was entitled.

9.3 Defendants knowingly and willfully failed to pay Plaintiff for all wages owed at termination, in violation of RCW 49.48.010

9.4 RCW 49.52.050 provides that any employer who, “[w]ilfully and with intent to deprive the employee of any party of his wages, shall pay any employee a lower wage than the wage such employer is obligated to pay such employee by any statute, ordinance, or contract” shall be guilty of a misdemeanor.

9.5 Violations of RCW 49.48.010, as discussed above, constitute violations of RCW 49.52.050.

9.6 RCW 49.52.070 provides that any employer who violates the provisions of RCW  
49.52.050 shall be liable in a civil action for twice the amount of wages withheld, attorneys'  
fees, and costs.

9.7 Each Defendant is Plaintiff's employer and/or an officer, vice principal, or agent of Plaintiff's employer under this law.

9.8 By the actions alleged above, Defendants have violated the provisions of RCW  
49.52.050.

9.9 Because of the willful, unlawful acts of Defendants, Plaintiff has been deprived of compensation in amounts to be determined at trial and pursuant to RCW 49.52.070, Plaintiff is entitled to recovery of twice such damages, including interest thereon, as well as attorneys' fees and costs.

## X. PRAYER FOR RELIEF

Wherefore, Plaintiff respectfully requests this Court to enter judgment against Defendants as to each cause of action set forth above, and to grant the following relief as appropriate for each cause of action:

10.1 Declare that the actions complained of herein violate FLSA and RCW Chapters 49.12,  
49.46, 49.48 and 49.52, and violate any other applicable laws;

- 1       10.2   Award Plaintiff all wages, compensation, reimbursement for work-related expenses he  
2   incurred, back pay, front pay, liquidated damages, actual, consequential, incidental, exemplary,  
3   compensatory, and punitive damages, all other damages set forth above in the Claims for Relief,  
4   and / or statutory damages as provided for by law and in equity to the fullest extent permitted by  
5   each of the above causes of action;
- 6
- 7       10.3   Award attorneys' fees and costs to Plaintiff's attorneys, as allowed by law;
- 8
- 9       10.4   Award pre-judgment and post-judgment interest to Plaintiff, as provided by law;
- 10
- 11      10.5   Order Defendants to pay Plaintiff for any and all tax consequences associated with the  
damages and cost award, including but not limited to attorney's fees;
- 12
- 13      10.6   Grant an injunction against Defendants, prohibiting, restraining and enjoining them from  
continuing to engage in the unlawful and wrongful conduct set forth herein; and,
- 14
- 15      10.7   Grant such other and further relief as this Court deems appropriate, equitable, or just.

1                   Dated this 16<sup>th</sup> day of April 2018.

2                   **REKHI & WOLK, P.S.**

3                   By: \_\_\_\_\_  
4                   Gregory A Wolk, WSBA No. 28946  
5                   529 Warren Ave N., Suite 201  
6                   Seattle, WA 98109  
7                   Telephone: (206) 388-5887  
8                   Facsimile: (206) 577-3924  
9                   E-Mail: [ggreg@rekhiwolk.com](mailto:ggreg@rekhiwolk.com)

10                  **REKHI & WOLK, P.S.**

11                  By: \_\_\_\_\_  
12                  Daniel Cairns, WSBA No. 49950  
13                  529 Warren Ave N., Suite 201  
14                  Seattle, WA 98109  
15                  Telephone: (206) 388-5887  
16                  Facsimile: (206) 577-3924  
17                  E-mail: [daniel@rekhiwolk.com](mailto:daniel@rekhiwolk.com)

18                  **REKHI & WOLK, P.S.**

19                  By: \_\_\_\_\_  
20                  Hardeep S. Rekhi, WSBA No. 34579  
21                  529 Warren Ave N., Suite 201  
22                  Seattle, WA 98109  
23                  Telephone: (206) 388-5887  
24                  Facsimile: (206) 577-3924  
25                  E-Mail: [hardeep@rekhiwolk.com](mailto:hardeep@rekhiwolk.com)

26                  **REKHI & WOLK, P.S.**

27                  By: \_\_\_\_\_  
28                  Jaime Heimerl, WSBA No. 49100  
29                  529 Warren Ave N., Suite 201  
30                  Seattle, WA 98109  
31                  Telephone: (206) 388-5887  
32                  Facsimile: (206) 577-3924  
33                  E-mail: [jaime@rekhiwolk.com](mailto:jaime@rekhiwolk.com)

34                  *Attorneys for Plaintiff*

FILED

18 MAY 02 PM 4:11

1 THE HONORABLE ANDREA D'ARVAS  
2 KING COUNTY  
3 SUPERIOR COURT CLERK  
4 E-FILED  
5 CASE NUMBER: 17-2-23167-3 KNT

7 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
8 IN AND FOR THE COUNTY OF KING

9 DOUGLAS BAIRD, an individual,  
10 Plaintiff,  
11 vs.  
12 SHELTER MANAGEMENT, L.L.C., a  
13 Washington Corporation,  
14 Defendant

No. 17-2-23167-3 KNT

ORDER GRANTING PLAINTIFF'S  
MOTION TO JOIN DEFENDANTS AND  
AMEND COMPLAINT

This matter having come on regularly before the Court, having considered the following:

1. Plaintiff's Motion to Join Defendants and Amend Complaint;
2. Declaration of Douglas Baird, and exhibit attached thereto;
3. Declaration of Daniel Cairns in Support of Plaintiff's Motion to Join Defendants and Amend Complaint, and exhibit attached thereto;
4. Plaintiff's Reply in Support of His Motion to Join Defendants and Amend Complaint;

and the Court having received pleadings in opposition from any party, it is hereby

24 ORDERED that Plaintiff's Motion to Join Defendants and Amend Complaint is hereby  
25 GRANTED. Plaintiff shall file his Second Amended Complaint in substantially the same form

ORDER GRANTING PLAINTIFF'S MOTION TO JOIN  
DEFENDANTS AND AMEND COMPLAINT -- 1

Rekhi & Wolk, P.S.  
529 Warren Ave N., Suite 201  
Seattle, WA 98109  
Phone: (206) 388-5887

1 as that attached as Exhibit 1 to the Declaration of Daniel Cairns within fourteen (14) days of this  
2 order.

3  
4 DATED May 2, 2018.  
5

6 s/ e-filed  
7 JUDGE ANDREA DARVAS

Presented by:

8 /s/ Daniel Cairns  
9 Daniel Cairns, WSBA No. 49950  
10 Gregory Wolk, WSBA No. 28946  
11 Hardeep S. Rekhi, WSBA No. 34579  
12 Jaime Heimerl, WSBA No. 49100  
13 REKHI & WOLK, P.S.  
14 529 Warren Ave N., Suite 201  
15 Seattle, WA 98109  
16 Tacoma, WA 98402  
17 Phone: (206) 388-5887  
18 Facimile: (206) 577-3924  
19 Email: [daniel@rekiwolk.com](mailto:daniel@rekiwolk.com)  
[greg@rekiwolk.com](mailto:greg@rekiwolk.com)  
[hardeep@rekiwolk.com](mailto:hardeep@rekiwolk.com)  
[Jaime@rekiwolk.com](mailto:Jaime@rekiwolk.com)

20  
21 *Attorneys for Plaintiff*  
22  
23  
24  
25

King County Superior Court  
Judicial Electronic Signature Page

Case Number:

17-2-23167-3

Case Title:

BAIRD VS SHELTER PROPERTY MANAGEMENT

Document Title:

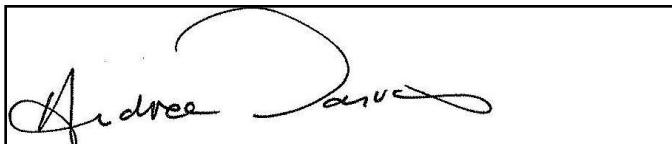
ORDER GRANTING MOT TO AMEND CMPLT

Signed by:

Andrea Darvas

Date:

5/2/2018 4:11:32 PM

A handwritten signature in black ink, appearing to read "Andrea Darvas", enclosed in a thin black rectangular border.

Judge/Commissioner: Andrea Darvas

This document is signed in accordance with the provisions in GR 30.

Certificate Hash: EC2385869DB57855E0126E2A4B9A244DCA0DDC78

Certificate effective date: 7/29/2013 12:13:12 PM

Certificate expiry date: 7/29/2018 12:13:12 PM

Certificate Issued by: C=US, E=kcscefiling@kingcounty.gov, OU=KCDJA,  
O=KCDJA, CN="Patrick  
Oishi:vJZH13n44hGk/LI3YYhwmw=="